

**MILWAUKEE COUNTY JAIL (MCJ) AND
HOUSE OF CORRECTION (HOC)**

MILWAUKEE COUNTY, WISCONSIN



**REQUEST FOR PROPOSAL (RFP)
FOR PHARMACY SERVICES
FOR THE INMATE POPULATION**

RFP # 4038Pharmacy2006

RFP DUE DATE: October 10, 2006

Table of Contents

A. OVERVIEW.....	5
1. PROJECT DESCRIPTION.....	5
2. SCOPE OF THE PROJECT	5
3. BACKGROUND	5
B. SCOPE OF SERVICES.....	6
1. OBJECTIVES.....	6
2. REQUIRED PHARMACY SERVICES	6
3. PHARMACY LOCATION.....	6
4. FORMULARY AND FORMULARY MANAGEMENT	6
5. GENERIC DRUGS.....	6
6. STOCK MEDICATIONS/START-UP PACKS AND OTCs.....	7
7. EMERGENCY AND STAT DRUGS.....	7
8. PHARMACY CONSULTANT AND INSPECTIONS	7
9. MEDICATION ADMINISTRATION AND DISTRIBUTION	7
10. DISPENSING SYSTEM.....	7
11. LOCKED DRUG BOX.....	8
12. MEDICATION DISPOSAL AND DESTRUCTION	8
13. INTAKE MEDICATIONS	8
14. ORDER AUTOMATION	8
15. MEDICATION DELIVERY AND RETURNS.....	8
16. MEDICATION ADMINISTRATION RECORD (MAR).....	9
17. MEDICATION CARTS	9
18. CLINICAL PHARMACY SERVICES.....	9
19. STATISTICAL REPORTING	9
20. TRANSITION PLAN	9
21. IN-SERVICE EDUCATION	10
22. LEGAL/ACCREDITATION	10
23. DRUG COST REDUCTION	10
C. RFP INFORMATION, PROCESS AND ACTIVITIES.....	11
1. PROPOSED TIMETABLE.....	11
2. LETTER OF INTENT	11
3. VENDOR QUESTIONS/REQUEST FOR ADDITIONAL INFORMATION REGARDING RFP	11
4. RESPONSES FOR ADDITIONAL INFORMATION	11
5. COUNTY ADDENDA	12
6. BIDDER COMMUNICATION	12
7. PROPOSAL FORMAT.....	12
8. EVALUATION PROCESS	13
9. EVALUATION CRITERIA	13
10. BEST VALUE	13
11. RESERVATION OF RIGHT TO CHOOSE VENDOR.....	13
12. COUNTY RIGHT TO NEGOTIATE	14
13. REJECTION OF PROPOSALS.....	14
D. GENERAL REQUIREMENTS.....	15
1. REASONABLE ACCOMMODATION OF VENDOR	15
2. PROPOSAL NUMBER AND IDENTIFICATION.....	15
3. AFFIRMATION OF RFP CONTENTS	15
4. PROPOSAL DUE DATE	15
5. LATE PROPOSALS.....	15
6. BID OPENING	16

7.	CONTRACT TERM/DURATION	16
8.	PRICING STRUCTURE/ACQUISITION METHOD.....	16
9.	BID POPULATION FOR PRICING.....	17
10.	PROPOSAL EXPENSES	17
11.	WITHDRAWAL OF PROPOSALS	17
12.	REQUIRED FORMS, STATEMENTS AND CERTIFICATES	17
E.	BIDDER PARTICIPANT REQUIREMENTS.....	19
1.	VENDOR QUALIFICATIONS	19
2.	CORPORATE STABILITY AND FINANCIAL STRENGTH/DEPTH.....	19
3.	ORGANIZATIONAL STRUCTURE OF VENDOR	19
4.	RESUME INFORMATION	19
5.	EXPERIENCE, CLIENT LIST AND REFERENCES	19
6.	LITIGATION AND CLAIMS HISTORY AND EXPERIENCE.....	20
7.	CONFIDENTIALITY.....	20
8.	VENDOR CONTACT – PROPOSAL AND CONTRACT	20
F.	INSURANCE REQUIREMENTS	22
1.	INSURANCE COVERAGE	22
2.	TYPES OF COVERAGE AND LIMITS OF LIABILITY	22
3.	INSURANCE RATING.....	23
4.	MILWAUKEE COUNTY AS NAMED INSURED.....	23
5.	PROFESSIONAL LIABILITY INSURANCE	24
6.	PROFESSIONAL LIABILITY-PROVIDER	24
7.	PROFESSIONAL LIABILITY -OTHER	24
8.	PROFESSIONAL LIABILITY – ADDITIONAL PROVISIONS.....	24
9.	DEVIATIONS AND WAIVERS.....	25
10.	SUBCONTRACTOR LIABILITY COVERAGE.....	25
G.	LICENSES, TAXES, AND APPLICABLE LAWS.....	26
1.	APPLICABLE TAXES.....	26
2.	PERMITS/LICENSES/BONDS	26
3.	NON-DISCRIMINATORY PROVISIONS	26
4.	APPLICABLE LAWS AND RULES	26
5.	EMPLOYMENT LAWS.....	26
H.	PERFORMANCE BOND	26
1.	REQUIREMENT	26
2.	AMOUNT	26
3.	BOND NON-RENEWAL.....	27
I.	INDEMNITY	27
1.	INDEMNITY AGREEMENT	27
J.	COMMUNITY BUSINESS DEVELOPMENT PARTNERS UTILIZATION	28
1.	GENERAL INFORMATION	28
2.	DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS.....	28
K.	TERMS AND CONDITIONS.....	31
1.	APPLICABLE LAW	31
2.	DRUG-FREE WORKPLACE	31
3.	INDEMNITY BY THE VENDOR	31
4.	RESTRICTION AGAINST NON-COMPETE PROVISIONS	31
5.	HUMAN RESOURCE PROVISIONS	31
6.	AUDIT AND INSPECTION OF RECORDS	32
7.	PREMISES INSPECTION	32
8.	MEDIA RELEASES AND CONTACT	32
9.	TERMINATION BY VENDOR.....	32

10.	COOPERATION UPON TERMINATION.....	33
11.	TERMINATION BY COUNTY FOR VIOLATIONS BY VENDOR (FOR CAUSE).....	33
12.	UNRESTRICTED RIGHT OF TERMINATION BY COUNTY (WITHOUT CAUSE).....	33
13.	ELIMINATION, DELAY OR REDUCTION IN FUNDING	33
14.	BILLING AND PAYMENT PROCESS.....	34
15.	CATASTROPHIC CAP/RISK-SHARING PROVISIONS	34
16.	INDEPENDENT VENDOR	34
17.	ASSIGNMENT	35
18.	CODE OF ETHICS.....	35
19.	VENDOR CONDUCT.....	35
20.	NOTICES.....	35
21.	BINDING EFFECT	35
22.	ENTIRE AGREEMENT	36
23.	PERMITS, TAXES, LICENSES	36
24.	ANNUAL INDEPENDENT CONTRACT COMPLIANCE EVALUATION	36
25.	CONSENT AGREEMENT NON-COMPLIANCE.....	36
26.	LIQUIDATED DAMAGES AND PENALTIES	37
27.	WAIVERS (ASSOCIATED WITH LIQUIDATED DAMAGES)/PENALTIES	37
28.	NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS..	37
L.	APPENDIX I	39
M.	APPENDIX II	40
N.	APPENDIX III DBE FORMS	51

A. OVERVIEW

1. PROJECT DESCRIPTION

a. The Milwaukee County Sheriff's Office and House of Correction, collectively known and identified throughout this document as Milwaukee County (MC), is hereby soliciting competitive sealed proposals from qualified professional firms to provide Pharmacy Services for the inmate populations of the Milwaukee County Jail (MCJ), 949 N. Ninth Street, Milwaukee, WI 53233-1422, and the House of Correction (HOC) 8885 S. 68th Street, Franklin, WI 53132, including compliance with all terms and conditions described in this document. This RFP process operates under Chapter 56.30 of Milwaukee County Ordinances for Professional Services.

2. SCOPE OF THE PROJECT

a. MC is soliciting a competitive Request for Proposal (RFP) to retain the professional services of a Vendor to provide off-site pharmacy services, to the inmate population of MCJ and HOC in accordance with state and federal laws, rules and regulations.

b. The purpose of this RFP is to obtain a vendor willing to form a partnership with MC and who will work with the medical and management leadership of MC to provide managed, cost effective pharmacy services to the inmates housed in MC facilities.

c. The Vendor must meet and maintain all relevant standards for Pharmacy care per accreditation agencies, i.e. American Correctional Association(ACA), the National Commission on Correctional Health Care(NCCHC), and State of Wisconsin Department of Corrections (DOC). Vendor must be Health Insurance Portability and Accountability Act (HIPAA) compliant.

3. BACKGROUND

a. Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volume levels.

b. The County Jail (CJF) has a total bed capacity of 990, average 2005 population of 875.

c. The House of Corrections (HOC) has a total bed capacity of 2065, average 2005 population of 1645.

d. Total number of Inmates processed in 2005 was 52049.

e. Average length of stay at CJF is 5.7 days, HOC 55 days.

B. SCOPE OF SERVICES

1. OBJECTIVES

- a. To ensure high quality Pharmacy services to the inmate population within the MCJ and HOC.
- b. To comply with professional standards and accreditation guidelines for both the Commission on Corrections/American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC).
- c. To meet requirements for service delivery as established through settlement or consent agreements, decrees or other legal stipulations.
- d. To maintain documentation of services provided that is accurate, complete, thorough and comprehensive.
- e. MC expects Pharmacy Services to begin within one (1) month of contract start. MC expects the Vendor to provide services for all inmates.

2. REQUIRED PHARMACY SERVICES

- a. The Vendor will be HL7 compliant. The proposal cost must include any costs for the Pharmacy vendor and to the EMR Vendor to develop and implement a complete HL7 interface to the MC Electronic Medical Records System (EMR).

3. PHARMACY LOCATION

- a. It is the intent of MC to contract with a vendor for off-site pharmacy services. If the successful bidder is not located in the State of Wisconsin, the bidder must still comply with all applicable laws of the State of as well as the rules and regulations of the Wisconsin Board of Pharmacy.
- b. Vendors must stipulate in their proposals how medications will be shipped to the MCJ and HOC. Vendors must also stipulate their contingency plans for providing pharmacy services if their primary means of supplying drugs to MC is unavailable due to any circumstances.

4. FORMULARY AND FORMULARY MANAGEMENT

- a. It is the intent of MC to continue using a restricted formulary at both the MCJ and HOC. Vendors must include a proposed formulary structured to meet the needs of a large urban jail that can, if necessary, be customized by the MC Medical Director in concert with vendor's consultant staff.
- b. Vendors must describe ways in which they have assisted large urban jails in managing drug costs and/or obtaining alternative funding sources for high cost drugs while continuing to provide medically appropriate care. Any example included in response to this request must also be listed as a reference in the RFP response.

5. GENERIC DRUGS

- a. Vendors must stipulate their policies regarding the use of generic drugs and the circumstances under which a prescription will, or will not be filled with a generic equivalent.

6. STOCK MEDICATIONS/START-UP PACKS AND OTCs

- a. Vendors must describe how they will ensure the provision of medications that must be supplied to inmate before the arrival of the order from vendor's off-site pharmacy.
- b. Vendors must stipulate how they will provide a suitable stock of emergency medications in conjunction with the MC Medical Director. Vendors must additionally stipulate how they will supply OTC medications within the context of any pricing models they propose.

7. EMERGENCY and STAT DRUGS

- a. Vendor will work with the MC Medical Director to establish a supply of emergency medications. The emergency medication supplies will be kept in tamper proof containers at the MCJ, and the HOC. Vendor will propose a method for checking and restocking emergency drug supplies.
- b. Vendor will also establish a relationship with a Wisconsin (whether vendor is located in the State of Wisconsin or not) licensed pharmacy to provide drugs the vendor does not have in stock, or drugs needed by MC prior to the vendor's next scheduled delivery. MC shall notify vendor of their need in advance of contacting the vendor's local pharmacy. Drugs needed under this section shall be supplied to MC within 4 hours of being contacted by MC.

8. PHARMACY CONSULTANT and INSPECTIONS

- a. Vendors must stipulate how they will provide the services of a consultant pharmacist. The consultant will conduct on-site inspections of the medication delivery storage and delivery system at MCJ and HOC to ensure compliance with all State of Wisconsin laws, rules and regulations and applicable federal laws, rules and regulations as well as NCCHC Jail Standards.
- b. The consultant pharmacist is required to make these inspections on a monthly basis until Accreditation is achieved and quarterly thereafter.
- c. Results of the inspections will be discussed at the Pharmacy and Therapeutics Committee (P&T), which will also be conducted monthly until Accreditation is achieved and quarterly thereafter.
- d. During duration of the contract vendor must send a pharmacist representative of their corporate staff to the quarterly P&T meetings.
- e. A proposed inspection list, consistent with Wisconsin laws, rules and regulations must be included with the proposal. The name of the local consultant pharmacist and their resume must be provided with the proposal. There shall be no additional cost to MC for these services.

9. MEDICATION ADMINISTRATION and DISTRIBUTION

- a. Nursing staff at MCJ administer all prescribed medications. HOC has a KOP program for medications with a low potential for abuse. Nursing staff at HOC administer all other prescribed medications.

10. DISPENSING SYSTEM

- a. Medications are distributed primarily via a blister card medication dispensing system.
- b. Oral tablets/capsules should be packaged in sufficient quantities to provide continuous care.
- c. Controlled substances- Blister cards should be 30 doses for ease in accountability.

- d. Intravenous fluids will be provided with the related administration sets.

11. LOCKED DRUG BOX

- a. Vendor will provide a locked drug box located at MCJ and HOC. Items in each drug box will be determined in consultation with MC's Health Services Administrator and the Medical Director.

12. MEDICATION DISPOSAL and DESTRUCTION

- a. Vendors must stipulate their return policies and the ways in which unused medications, expired stock medications and controlled substances will be disposed or destroyed. Vendor will stipulate a means of return of unused medication by MC and will stipulate how they will credit MC with unused, non-KOP medication.

13. INTAKE MEDICATIONS

- a. Vendors must detail their experiences in assisting large urban jails in dealing with issues related to inmates received on intake who are taking high cost medications, which they may have on their person upon arrival at MCJ.
- b. Vendors must also stipulate in their proposals the disposal process for medications seized as contraband from inmates at intake.

14. ORDER AUTOMATION

- a. Vendors must state that they are able to accept drug orders in a faxing format and an HL7 interface format. Vendor must provide a toll-free FAX number.
- b. Vendors must also state how orders for controlled drugs will be handled under the automatic fax process.
- c. The EMR contains an electronic MAR (EMAR) capabilities and will be implemented in the near future. The EMAR eliminates the need for vendors to print MARs.

15. MEDICATION DELIVERY and RETURNS

- a. Medication is required to be delivered to both MCJ and HOC six (6) days a week, preferably 7 days per week, Monday – Saturday except for the following holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. Medication must be delivered in containers that are sealed in security packaging that will show if the shipping container has been the subject of a tampering attempt.
- c. Each shipping container shall contain a manifest that will easily allow MC staff to determine if any medication is missing.
- d. The container must also list any back ordered medication along with the estimated date of arrival of the medication.
- e. If the medication is expected to be on back order for longer than two (2) days, vendor will call the MC Medical Director and suggest alternative therapy.
- f. Vendors must also stipulate the method of destruction for unused/expired controlled medication.

- g. Vendors must state contingency plans for shipping drugs to MC in the event of acts of terror or natural disaster make normal shipping unavailable.

16. MEDICATION ADMINISTRATION RECORD (MAR)

- a. In the event of loss of EMR functionality vendor must be able to print MARs to carry MC through until the functionality is restored.

17. MEDICATION CARTS

- a. Vendor must supply new medication carts to both the MCJ and HOC. The cart supplied by the vendor must be approved by MC, prior to the carts being ordered.
- b. Carts provided by the vendor will become the property of MC at the end of the contract.

18. CLINICAL PHARMACY SERVICES

- a. Vendor will maintain a clinical pharmacist available to the MC Medical Director, staff physician(s), psychiatrists, mid-level practitioners and nursing staff.
- b. The consultant pharmacist will be available at a toll free number. After normal business hours a consultant pharmacist will be available on an on-call basis to MC practitioners.

19. STATISTICAL REPORTING

- a. The following reports must be supplied to MC each month for both MCJ & HOC:
 - i) Total orders filled in the prior month (new, refills, total)
 - ii) Total number of doses dispensed
 - iii) Percentage of inmates on medication by gender
 - iv) Number of prescriptions/inmate by gender
 - v) Prescriber profile for each prescriber
 - vi) Detail of orders written by class of drug
 - vii) Summary of orders by class
 - viii) Percentage of total orders for each prescriber by class of drug
 - ix) Non-formulary orders by class of drug
 - x) Breakdown of total drug cost by class
 - xi) Top ten psychotropic drugs by cost
 - xii) Top ten non-psychotropic drugs by cost
 - xiii) Quarterly graphs that illustrate utilization patterns

20. TRANSITION PLAN

- a. The vendor must identify which of its employees will be in charge of the transition to its services. Vendors must stipulate how they will train prescribers, nursing and other staff on its policies and procedures.
- b. Vendor must have one staff member on-site at both MCJ and HOC at the implementation of the contract.
- c. Vendor staff will remain on-site until such time as MC has determined their staff can successfully operate vendor's system.

21. IN-SERVICE EDUCATION

- a. Vendor must provide a minimum of two (2) in-service programs at the both MCJ & HOC, for a total of four (4) in-service programs/year. One program at each facility shall be for nurses and the other for physicians and mid-level practitioners.
- b. Subject matter for the training shall be determined by the QA Committee, the P&T Committee or feedback from procedural issues noted by the vendor.
- c. This training shall be at no additional cost to MC.

22. LEGAL/ACCREDITATION

The Vendor will perform the following tasks in accordance with all federal, state, local, NCCHC, and MC policies, procedures, and standards which may apply.

- a. All records will be maintained in a confidential manner in accordance with Wisconsin State Statutes 146.81 to 146.83 and any other applicable state or federal laws.
- b. County expects all practices relating to Pharmacy services will be in compliance with Wisconsin State Statutes governing Pharmacy practice.
- c. The Vendor shall provide Pharmacy services that meet all Quality Assurance Standards as outlined by MC.
- d. MC is seeking accreditation from **ACA** and **NCCHC**. The Vendor shall be oriented toward reaching and obtaining that accreditation.

23. DRUG COST REDUCTION

- a. The successful Vendor will be committed to assisting in MC's desire to reduce drug costs through utilization studies, clinical pharmacy services and complete monthly utilization reports.

C. RFP INFORMATION, PROCESS AND ACTIVITIES

1. PROPOSED TIMETABLE

<u>Date</u>	<u>Activity</u>
September 25, 2006	RFP Released- posted at http://www.milwaukee.gov/
September 29, 2006	Letter of Intent to Bid Due
October 5, 2006 3:00 pm CST	Vendor Written Questions due
October 6, 2006	Response to Questions Distributed
October 10, 2006 3:00 pm CST	Bids Due
October 11-17, 2006	Evaluation Period
November 2, 2006	County Board Approval
November 9, 2006	Notice of Intent to Award Contract
December 31, 2006	Contract Start Date

Note: MC reserves the right to extend or modify this timetable.

2. LETTER OF INTENT

a. All Vendors are required to send a Letter of Intent to Bid (form include in the Appendix) stating their intention to bid. **Proposals will not be accepted from vendors who have not submitted a Letter or Intent to Bid.** Include with the Letter of Intent to Bid the firm's annual report and a current financial statement covering the last two fiscal years. An Authorization for Reference Check form supplied with this proposal shall also be completed and returned with the Letter of Intent to Bid.

i) As part of the Proposal evaluation process, County may contact those persons or firms that have been identified as potential references or having information concerning credit worthiness, work performance and capability to perform this contract. In addition, County may also contact other business associates or other parties that have knowledge of the firm.

3. VENDOR QUESTIONS/REQUEST FOR ADDITIONAL INFORMATION REGARDING RFP

a. Should clarification of the RFP or additional information be requested, such requests must be made by e-mail and received by 3:00 pm CST on **October 5, 2006**. No questions will be accepted after this date. Contact person is:

**Richard Schmidt, Inspector, Jail Administration
Milwaukee County Sheriff's Office
Milwaukee County Jail
949 North 9th Street
Milwaukee, WI 53233
e-mail: rschmidt@milwcnty.com**

4. RESPONSES FOR ADDITIONAL INFORMATION

a. Questions and answers will be e-mailed to all companies submitting questions. The company placing the question will not be identified.

5. COUNTY ADDENDA

a. If any addenda are issued to this RFP, the addenda will be posted on MC website. However, it shall be the responsibility of each vendor, prior to submitting the proposal, to check the website for addenda and to make such addenda a part of the RFP response.

6. BIDDER COMMUNICATION

a. Bidders are prohibited from communicating directly with any employee of MC except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

b. MC shall not be responsible for verbal information given by any MC employee or other person other than duly authorized MC Staff. The issuance of a written response to questions and/or a written summary of the pre-proposal conference, if applicable, are the only official methods whereby interpretation, clarification or additional information will be communicated and authorized.

7. PROPOSAL FORMAT

a. Cover Letter: A cover letter submitted on the firm's letterhead and signed by an authorized official of the firm, certifying the accuracy of all information in the proposal and certifying the price proposal will remain firm for 120 days from the date submitted. Said letter must contain the following certification: **"The undersigned certifies and represents that all data, pricing, representations and other information, of any sort or type, contained in this response is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for the Milwaukee County Jail PHARMACY Services".**

b. Executive Summary: Submit and executive summary of the proposal, covering the main features and benefits that distinguish it, in non-technical terms. Do not exceed five pages and do not include and pricing information.

c. The vendor proposals must answer this RFP section by section or the proposal may be disqualified and rejected. The vendor must reply by section, and state in specific terms what services they will provide and their respective approach in addition to what services they will not be able to provide. The proposal should address each section in this RFP that deals with requirements, either legal or technical, and clearly state either "comply" or "not comply."

d. The proposal will describe in detail how implementation of the program plan will be accomplished. The proposal will answer how the Vendor will provide the services listed and reference by number the appropriate category and subtask.

e. Each company submitting a proposal must meet the minimum requirements for scope of services contained in the RFP. Failure to respond completely, or submission of alternatives without having first met the base requirements identified may result in disqualification of the proposal.

f. The vendor is admonished not to simply repeat the requirements of the RFP as the services to be provided. The proposal should be as concise as possible with minimal duplication of information.

g. Appendices and attachments to the base proposal should be separate and contribute significantly to the value of the proposal.

h. The proposal must demonstrate the vendor's understanding of the scope of work and capabilities to deliver the services described.

8. EVALUATION PROCESS

a. Evaluation Committee - MC will establish an Evaluation/Selection Committee to evaluate proposals. The Evaluation Committee will assign points, total the points, rank the proposals and select the finalist in accordance with criteria noted in this RFP

b. Scope of Services/Technical Requirements will be evaluated separately from Price and the recommendations made independently.

c. MC reserves the right to require oral presentations and/or written questions/answers for further clarification of specific RFP responses.

d. MC will issue a Notice of Intent to Award. Non-finalists will be notified of their status by letter.

e. Notification will be given to the company selected to pursue to contract negotiations. Contract negotiations will be initiated with the highest ranked firm after ranking is combined for scope of services and price and then finalized by the Evaluation Committee and approved by appropriate MC authorities. Should MC be unable to come to terms with this firm, the next highest ranked firm will be contacted and negotiations begun with them should MC make the determination to continue forward.

9. EVALUATION CRITERIA

<u>Criteria</u>	<u>Points</u>
Professional Experience and Qualifications	15
Financial Depth and Stability	10
Corporate Experience and Background	5
References	10
Quality of Proposal	15
Cost/Price	45
Total Maximum Score	100

Note: If a Vendor's financial condition is determined to be questionable MC reserves the right to disqualify the Vendor in question without further evaluation of the proposal.

10. BEST VALUE

a. MC may select a successful vendor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.

11. RESERVATION OF RIGHT TO CHOOSE VENDOR

a. MC reserves the total, unrestricted and unilateral right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. There is no obligation on the part of MC to award the contract to the lowest bidder, or to any vendor. MC

reserves the right to award the contract to a responsible submitter providing a responsive proposal with a resulting agreement that is most advantageous and in the best interests of MC.

b. MC shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

12. COUNTY RIGHT TO NEGOTIATE

a. MC reserves the right to negotiate the terms of the agreement as a result of this RFP and may negotiate a modification in any component of the scope of services or price identified in the original proposal with the goal of reducing costs to MC.

13. REJECTION OF PROPOSALS

a. MC reserves the right to reject any and/or all proposals or any part of each proposal; to waive any irregularity in any proposal and determine which firm, in its judgment, best meets MC's needs to receive an award after successful contract negotiations.

b. MC makes no assertion that any professional services will be purchased from any vendor as a result of this RFP.

D. GENERAL REQUIREMENTS

1. REASONABLE ACCOMMODATION OF VENDOR

a. Any vendor with a disability or hardship must identify the issue, communicate with MC, and make a written request for reasonable accommodation. MC will respond to requests for accommodation on a case-by-case basis, based upon the individual circumstances of each situation. MC reserves the right to reject requests for accommodation that are unreasonable.

2. PROPOSAL NUMBER AND IDENTIFICATION

a. Mark all documents with the RFP #. One original signed copy of the proposal marked "Original" and five (5) signed copies of the proposal shall be submitted by express or overnight mail/shipping service, U.S. Postal Service, hand delivery by a company representative, or by Courier in two sealed packages clearly marked on the outside:

"Sealed Proposal for Milwaukee County, Request for Proposal for PHARMACY Services, RFP #4038PHARMACY2006,- Technical Proposal"

and

"Sealed Proposal for Milwaukee County, Request for Proposal for PHARMACY Services, RFP #4038PHARMACY2006,-Cost Proposal"

The proposals shall be addressed to:

**MILWAUKEE COUNTY CLERK'S OFFICE
901 NORTH NINTH STREET, ROOM 105
MILWAUKEE, WI 53233**

3. AFFIRMATION OF RFP CONTENTS

a. Each vendor must examine and commit to the RFP document (or relevant sections), indicating understanding and review of each page by initials of an authorized company representative on each page. The submission of the RFP document, initialed per page by the vendor, will be submitted along with the Vendor's proposal. The initialed RFP will become part of the final contract with the successful bidder.

b. The enclosed form, "Sworn Statement of Bidder," must be completed by an authorized corporate entity and submitted with the proposal prior to the designated deadline. This form must be signed and notarized indicating review and understanding of the RFP.

4. PROPOSAL DUE DATE

a. Proposals will be accepted no later than 3:00 pm CST **October 10, 2006**. Proposals received after this time will not be accepted.

5. LATE PROPOSALS

a. Any proposals received after the above stated date and time will not be accepted under any circumstances. It is the responsibility of the vendor to ensure the timely delivery of their proposal for receipt on or before the deadline. Late proposals will be rejected and returned to the vendor or origin, unopened by MC.

6. BID OPENING

a. Bids will be opened at a time and place convenient to MC.

7. CONTRACT TERM/DURATION

a. **Initial Duration** - The period of performance contracted will be for four (4) years.

b. **Renewal Options/Extension** – There will be two (2), one year renewal options, resulting in a total contract potential term of five (6) years. MC may consider extension without rebid and any request for extension of the contract beyond the established four-year term, within the terms and conditions of MC procurement guidelines and policy. The service level of the contract must be exemplary for MC to entertain such a consideration. In addition, MC based upon the lack of a competitive rebid may negotiate certain financial concessions.

8. PRICING STRUCTURE/ACQUISITION METHOD

a. The cost proposal is to be submitted separately from the scope of services/technical proposal. Community Business Development Partners Utilization (M/W/DBE) percentage and dollars should be expressed as a percentage of the total contract amount.

b. All participating vendors must bid a capitation rate based upon a vendor formulary and a price structure for non-formulary medications. Pricing structure for non-formulary medications may not utilize “fill fees”. A copy of the formulary must be included as an addendum to the proposal. All price proposals must contain the formula for providing credit to MC for unused/expired medications.

c. MC also makes use of “Performance Scripts” from drug manufacturers. Vendor must state their ability to both accept these prescriptions as well as how they will work with MC to expand this program.

d. Vendors may also include alternate pricing schemes. If alternate schemes are proposed, the vendor must include a worksheet that compares the vendor’s capitation rate pricing with the alternative demonstrating how any proposed alternate pricing will benefit MC. MC may, or may not, at its own election select an alternative pricing scheme.

e. Pricing proposal must contain a capitation rate based upon the average daily census for formulary drugs based on the formulary included with the proposal, and a pricing scheme for non-formulary drugs, IVs, etc. If the medical and management leadership at MC desire modification of the formulary included with the proposal the vendor will have an opportunity to adjust pricing. If desired, vendors may bid a separate rate for both the MCJ and the HOC. Pricing proposals that do not contain a capitation rate will be scored accordingly.

f. Vendors may also include alternate pricing schemes. If alternate schemes are proposed, the vendor must stipulate in detail how the pricing will be done and how MC management staff will be able to verify charges. As many alternative proposals may be submitted as the vendor desires. MC may, or may not, at its own election select an alternative pricing scheme.

9. BID POPULATION FOR PRICING

a. The population identified by MC to be bid upon by each vendor submitting a proposal is 2,570 inmates combined; MCJ - 913 inmates and HOC 1,657 inmates.

10. PROPOSAL EXPENSES

a. The company submitting a proposal shall bear the expense of the preparation of the proposal in response to this RFP. MC is not responsible for any costs associated with the vendor's development of the response proposal.

11. WITHDRAWAL OF PROPOSALS

a. Any proposal may be withdrawn up until the date and time set for the deadline for the proposals, 3:00 pm CST **October 10, 2006**.

b. Any proposals not so withdrawn shall constitute an irrevocable offer for a period of one year or until one of the proposals has been duly accepted and MC executes a contract, whichever occurs first. However, no guarantee or representation is made herein as to the time between the proposal opening and subsequent contract action.

12. REQUIRED FORMS, STATEMENTS AND CERTIFICATES

The following required forms and certificates must be included with the submitted proposal (this list is not inclusive, other forms are listed in this document and/or attached for submission with the proposal):

a. Affirmative Action Statement – MC requires a statement and participation information for each partner or subcontractor identified in the proposal. A full disclosure of job assignment, time on task, time on site, ethnic and or gender information is required for each team member from each partner or subcontractor. All respondents will be required to include a signed Affirmative Action Statement in their proposal response.

b. Conflict of Interest Disclosure Statement - All proposal submitters must disclose the name of any officer, director, or agent who is also an employee of MC. The firm must disclose the name of any County employee who owns, directly or indirectly, any interest in the submitter business or any of its branches, or any known potential conflicts of interest with any current client or employee of the firm, and the interest or employees of MC.

c. Sworn Statement of Bidder – Each proposal must include the statement form included within this RFP. Each proposal submitter shall examine and review the Request for Proposal documents, indicating their understanding of each page by completing in full the sworn statement of the bidder included in this package as well as by initialing each and every page of the RFP document.

d. References – Minimum of 5 client references. By submitting a response to this RFP, each party voluntarily consents to allow MC or any of its officers, officials, employees, agents or

designees to check references by contacting any person whom they deem to be an appropriate reference.

e. Disadvantaged Business Enterprise Professional Services “DBE” Utilization Report (APPENDIX III)

E. BIDDER PARTICIPANT REQUIREMENTS

1. VENDOR QUALIFICATIONS

- a. For any vendor to qualify to submit a proposal in response to this RFP, the company must be able to demonstrate that it has been in existence, in its current form and with the same name (if not, then provide acquisition information with details such as date, prior organizational name, etc.), for a period of five consecutive years.
- b. If a company has experience with jail or correctional facilities particularly of a similar size and composition, this should be noted.

2. CORPORATE STABILITY AND FINANCIAL STRENGTH/DEPTH

- a. MC will evaluate proposals on the basis of the vendor's financial stability and the vendor's capacity to undertake and sufficiently support the project.
- b. Each proposal must include a copy of the most recent independent financial audit and accompanying financial statements of the vendor to establish sound financial condition and sufficient backing for depth of support to a contract of this size and complexity with multiple locations. If financial issues exist for the corporation, whether publicly traded or privately held, they must be clearly identified and a plan of corrective action submitted as well to demonstrate appropriate initiatives to address the financial concerns.
- c. An unsatisfactory ranking with regard to financial issues may be grounds for MC to reject the proposal and eliminate it from further consideration.

3. ORGANIZATIONAL STRUCTURE OF VENDOR

- a. The company is required to provide an overview of the firm's size, corporate staffing organizational structure and format, including a detailed explanation of services presently provided by the firm and related core competencies.
- b. The Vendor must also indicate the specific firm strengths that are most compatible with the objectives of the Vendor.
- c. An organizational chart must be submitted. The document is to include position titles and names, with the reporting structure clearly identified.

4. RESUME INFORMATION

- a. Include a resume on all senior management staff within the corporation, minimally including the President and Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and Chief Medical Officer or Medical Director.
- b. Each resume should include information relating to their role with the firm, education, number of years with the company, related work experience, professional association memberships and all state licenses and registrations held by such personnel.

5. EXPERIENCE, CLIENT LIST AND REFERENCES

- a. Geographic Scope – The vendor must identify the geographic scope of the firm, whether local, within Wisconsin, regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and

oversight. Vendor must provide details regarding off-site (from MCJ and HOC) resources dedicated to this contract and indicate percentage of time committed exclusively to this project.

b. Client List - Each responder must submit a detailed list of clients for the last five years. The client list must include both current and former contracts the status of the contract (either current, active or expired) and include appropriate contact person names and title, agency (city, county, state, federal, etc.), type of facility, location with address and telephone number as well as facsimile number and e-mail address (if in existence). Locations must be included where services were provided even if no executed agreement was ever reached.

c. References - Each submission must include a list of five(5) client references from jail or correctional facilities where Vendor provides Pharmacy service, identified by the company with the information listed immediately above. Indicate the size of the facility in terms of number of beds, inmates, and average yearly census. A form is included within this RFP for this specific purpose and must be submitted with the proposal. This information must be provided or the submission may be disqualified.

6. LITIGATION AND CLAIMS HISTORY AND EXPERIENCE

a. Each company must submit a listing of all legal claims closed and pending relating to inmate health services, problems or disputes over the firm's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, malpractice, civil rights – individual versus class action, etc.

b. Cases should be separated by type of litigation, i.e. state tort malpractice, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform.

c. Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime vendor.

d. Vendors are required to disclose any action taken by any Board of Pharmacy or other regulatory in the past five (5) years. If action has been taken, vendor is required to state the reason(s) for action(s), include a copy of the sanctions imposed by the Board or other regulatory agency and a copy of the notice from the Board or other regulatory body that the sanctions were removed from the license

7. CONFIDENTIALITY

a. All completed and submitted proposals become the property of MC. MC may use the proposal for any purpose it deems appropriate. Prior to MC approval, the proposal/application material is considered as "draft" and is not subject to the Wisconsin "Open Records" law. After approval by MC, the proposal material becomes part of the contract between the vendor and MC.

b. Upon signing of a contract, proposals and contracts are subject to the State of Wisconsin "Open Records" law. If any information is to be considered proprietary, the Vendor must place it in a separate envelope and mark it "Proprietary Information." MC retains the final authority as to the extent of material that is considered proprietary or confidential.

8. VENDOR CONTACT – PROPOSAL AND CONTRACT

a. Each company must designate one central contact person for the duration of the proposal process and term of the contract. It is expected that the central contact person will remain intact

throughout the proposal and evaluation process including contract negotiation and then overlap with the contact identified for implementation and operation of the contract.

b. MC must approve any substitution of this individual during the duration of this contract. The replacement must have credentials similar to the person s/he is replacing and MC will be the sole judge of the adequacy of the replacement.

c. The contact person identified by the company must be available via pager and/or cellular phone during regular business hours with the exception of benefit time during which a designee will be named responsible. At the initiation of the contract, the contact person/Health Service Administrator must be available around the clock by pager or cell phone on an ongoing basis.

F. INSURANCE REQUIREMENTS

1. INSURANCE COVERAGE

a. Potential vendors must understand and agree that financial responsibility for claims or damages to any person or to company's employees and agents shall rest with the company. The Vendor must affect and maintain any and all insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

b. Compliance with Governmental Requirements - The vendor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by federal and state laws.

c. Evidence of Insurance - Evidence of Worker's Compensation and General and Automobile Liability Insurances shall be provided to MC by a certificate naming Milwaukee County as an additional Insured on general and automobile overages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of the contract.

d. The successful vendor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arrive from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damages to persons or property and third parties in such coverages and amounts as required and approved by Milwaukee County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services under the contract.

2. TYPES OF COVERAGE AND LIMITS OF LIABILITY

a. **Required coverages**—The vendor shall provide evidence of the following coverages and minimum amounts prior to the implementation of on-site services.

b. **Workers' Compensation** – State of Wisconsin including Employer's Liability coverage. Coverage shall be modified to include a Waiver of Subrogation in favor of Milwaukee County, as well as including their directors, officers, agents and employees.

Wisconsin Workers Compensation

Statutory

Employers Liability:

- | | |
|-----------------------------|-----------------------------|
| • Bodily Injury by Accident | \$100,000 each accident |
| • Bodily Injury by Disease | \$500,000 each policy limit |
| • Bodily Injury by Disease | \$100,000 each employee |

c. **Commercial or General Liability Insurance** - including coverage for Public Liability and Property Damage Insurance.

Comprehensive General Liability:

- General Aggregate \$1,000,000 per occurrence
- Bodily Injury and Property Damage \$1,000,000 aggregate
- Personal Injury \$1,000,000 per person
- Products Liability \$1,000,000 aggregate
- Contractual Liability \$1,000,000 per occurrence
- Fire Legal Liability \$100,000 per occurrence
- Excess Liability \$5,000,000

d. **Environmental Pharmacy Impairment Coverage/General Liability**

i) Copy of policy provisions, exclusions, grant of coverage discover clauses, coverage trigger must be included in the proposal submission. Name of carrier, type of carrier, ie, captive risk retention group, purchasing group and any self-insured retention must be disclosed. Certificate of insurance must also be submitted prior to work commencement by successful Pharmacy Provider or Pharmacy Benefit Plan.

If not insured, method of financing this exposure must be disclosed including financial statements or documents as may be applicable.

Indication of coverage or financial treatment applies to exposures of sudden and accidental spills of hazardous substance material including disposal and means of transportation. If disposal is not covered, a Pharmacy provider or Pharmacy Benefit Plan will disclose if disposal is contracted to another firm.

Coverage shall not be voided if a certified approved testing lab is used without prior approval by the insurance company for work performed by County and its authorized agents.

e. **Auto Liability** - covering any auto owned, leased, non-owned and/or hired.

- Combined Singled Limit for Bodily Injury and Property Damage \$1,000,000
- All autos owned, non-owned and/or hired per Wisconsin regulation
- Uninsured Motorist per Wisconsin regulation

3. **INSURANCE RATING**

a. A Rating- All of the Insurance coverage specified above shall be placed with an "A" rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County Director of Risk Management and Insurance as a condition of the agreement.

b. Certificate of Insurance Review - A Certificate of Insurance shall be submitted for review to MC for each successive period of coverage for the duration of the agreement drafted from this RFP and subsequent vendor proposal.

4. **MILWAUKEE COUNTY AS NAMED INSURED**

a. MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS, LEGAL AND ENVIRONMENTAL PHARMACY IMPAIRMENT LIABILITY, if applicable, AS RESPECTS THE SERVICES PROVIDED IN THE AGREEMENT resulting from this RFP. DISCLOSURE MUST BE MADE OF ANY NONSTANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON STANDARD OR RESTRICTIVE ADDITIONAL

INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE SHALL BE AFFORDED TO MILWAUKEE COUNTY.

5. PROFESSIONAL LIABILITY INSURANCE

a. **Indemnity** - The Pharmacy Provider or Pharmacy Benefit Plan agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the COUNTY, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Pharmacy Provider or Pharmacy Benefit Plan, or its (their) agents which may arise out of, or are connected with, the activities covered by this agreement.

b. In accordance with applicable laws, the COUNTY shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of COUNTY's negligence for acts, policies, or directives that affect the activities covered by this agreement.

c. **Insurance** - Pharmacy Provider or Pharmacy Benefit Plan agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Professional Liability coverages.

6. PROFESSIONAL LIABILITY-PROVIDER

Hospital, Licensed Physician, or any other	\$ 800,000 Per Occurrence
qualified healthcare provider under §655	\$2,000,000 Annual Aggregate
Wisconsin Patient Compensation Fund	
Statute	

It is agreed that should the statutory minimum financial responsibility limits change, the minimum limits stated herein shall automatically change as well.

7. PROFESSIONAL LIABILITY -OTHER

Any Non-qualified Provider under §655	1,000,000 Per Occurrence / Claim
Wisconsin Patient Compensation Fund	\$3,000,000 Annual Aggregate
Statute, State of Wisconsin	
(Indicate if Claims Made or Occurrence)	

8. PROFESSIONAL LIABILITY – ADDITIONAL PROVISIONS

a. If requested, the PHARMACY Provider or PHARMACY Benefit Plan agrees to provide additional information on professional liability coverages as respects policy type, i.e., Pharmacy malpractice, nurses professional, etc.; applicable retention levels; coverage form, i.e., claims – made, occurrence; discovery clause conditions; and effective, retroactive, and expiration dates, to MC.

b. It is understood and agreed that coverages which apply to the services inherent in this agreement will be maintained and extended upon termination of this agreement if coverage is written on a claims-made basis to assure that the PHARMACY provider shall insure and keep insured pursuant to Wisconsin §655 Patients Compensation Fund.

c. If requested, the PHARMACY Provider or PHARMACY Benefit Plan shall certify and make available loss information from any Insurer as to any claims filed or pending against professional liability coverages in effect for the past five (5) years.

d. It is understood and agreed that the PHARMACY Provider will obtain information on the professional liability coverages of all physicians and/or Pharmacy professionals providing service to MC under this agreement.

9. DEVIATIONS AND WAIVERS

a. Deviations and waivers to these requirements may be requested in writing based on market conditions to Milwaukee County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the vendor prior to any change to coverage being initiated. Waivers shall not be duly withheld nor denied without consultation with the Vendor.

10. SUBCONTRACTOR LIABILITY COVERAGE

a. It is understood and agreed that the successful company will obtain information on the professional liability coverage of all subcontractors in the same form as specified above. Such documentation must be available for review by MC.

G. LICENSES, TAXES, AND APPLICABLE LAWS

1. APPLICABLE TAXES

a. All collection and payment of applicable taxes shall be the responsibility of the Vendor. All responsibility for such payment, such as securing a required sales tax permit and the like, are the responsibility of the Vendor.

2. PERMITS/LICENSES/BONDS

a. The Vendor shall be financially responsible for obtaining all required permits, license, and bonding to comply with pertinent MC policies and municipal, county, state, and federal laws.

3. NON-DISCRIMINATORY PROVISIONS

a. Any firm awarded a contract as a result of this Request for Proposal shall adhere to all nondiscriminatory provisions as set forth in the Wisconsin Statutes.

4. APPLICABLE LAWS AND RULES

a. The Vendor will comply with all laws set forth in Wisconsin Statutes, Chapter 447, and the Administrative rules. The Vendor shall be responsible for all necessary application fees associated with the procurement of licenses, permits, etc.

5. EMPLOYMENT LAWS

a. The successful firm shall comply with all federal, state, and local laws and regulations pertaining to wages and hours of employment.

H. PERFORMANCE BOND

1. REQUIREMENT

a. A performance bond is required. The Vendor may, with County approval, provide an irrevocable letter of credit naming MC as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and with the format and content required by MC. The performance bond or irrevocable letter of credit must be furnished by a company licensed to do business in the State of Wisconsin.

2. AMOUNT

a. The performance bond or irrevocable letter of credit shall be for the entire contract period. A performance bond in the amount of 10% of the amount of the total annual contract will be required of the successful vendor at execution of the contract if the agreement is comprehensive in nature. If a component service of the RFP is unbundled and contracted separately and individually, the performance bond will be not less than 10% of the amount of the total annual contract amount. The performance bond or letter of credit shall provide that in the event of nonrenewal MC and the Vendor shall be informed sixty (60) days before the end of the contract.

3. BOND NON-RENEWAL

a. In the event of nonrenewal, the Vendor shall provide MC evidence of a new source of surety within twenty-one (21) calendar days after MC's receipt of the nonrenewal notice. Failure to maintain the required surety in force may be cause for contract termination.

I. INDEMNITY

1. INDEMNITY AGREEMENT

a. Except for acts done or taken at the direction of, or pursuant to County policy or procedures, the Vendor agrees to the fullest extent permitted by law to indemnify, defend, and hold harmless MC, its boards, officers, and employees, from and against all loss and expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity caused by any wrongful, intentional, or negligent act or omission of the Vendor or its agent which may arise out of or are concerned with the activities covered by this Agreement.

J. Community Business Development Partners Utilization

1. GENERAL INFORMATION

- a. In keeping with the spirit of Milwaukee County ordinance 56.30, the Proposer shall ensure that DBE's (Disadvantaged Business Enterprise) have the maximum opportunity to participate in this project. A seventeen (17) percent participation rate goal has been set.
- b. Proposers should include and will be evaluated on their philosophy and approach to include DBE participation as a part of the scope of their services.
- c. Milwaukee County reserves the right to give credit to the Proposer that submits the best DBE Utilization Plan.

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS

1. The successful consultant/service provider shall comply with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. **Refer to Section (8) for the specific DBE participation contract goal.**
2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that consultant/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
 - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014PS) form; or
 - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. . In this case, the consultant/service provider must submit the Certificate of Good Faith Efforts (DBD-001PS form) and all relevant documentation to the CBDP office for its GFE determination within three (3) working days of notification of being the successful proposer.
3. The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to this document.)
4. In the event the CBDP Office determines that the consultant/service provider has failed to meet the GFE requirements, the consultant/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office
City Campus, Room 830

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

5. Prime consultant/service provider must submit with its proposal, the Sub-consultant Information Sheet (**DBD-002PS form**).
6. When evaluating a contractor's proposed DBE commitment (DBD-014PS form), Milwaukee County reserves the right to request any documentation from both the prime consultant and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer. The consultant/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office. These shall include, but not be limited to, Milwaukee County Commitment to Subcontract with DBE Firms form, DBE Utilization Reports, and Sub-Consultant Information Sheet as directed. Failure to submit forms and reports as prescribed herein, will result in disqualification of proposal, delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (7), below.
7. When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime consultant/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the consultant/service provider is not in compliance with the specifications, the County will notify the consultant/service provider in writing of the corrective action that will bring the consultant/service provider into compliance. If the consultant/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part.
 - b. Remove the consultant/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
 - d. If the consultant/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider as determined under Section 4, above, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The county may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the county up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
8. **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of 17% of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
9. Consultant/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Consultants/Service Providers must submit a **Commitment to Subcontract to DBE Firms Form** or a **DBE Utilization Plan** in their proposal including, but not limited to, the following information (see form DBD-14PS for additional details):
 - a. Name(s) of DBE(s) firm(s) being considered for utilization.
 - b. Description of services that will be provided by the DBE(s).
 - c. Percentage of the work assigned to the DBE(s). Also, include dollar amount.

10. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP), Certification Section, prior to the proposal due date may be listed on the "Commitment to Subcontract with DBE Firms" form and counted towards the DBE requirements on this project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by **CBDP**. **The directory can be viewed at www.milwaukeecounty.org, do a search for "vendor", scroll down and double click on "Certified Vendor List"**. If you need additional assistance related to certified DBE firms, contact the CBDP Office at (414) 278-4747.
11. Prime consultant/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Prime consultant/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
13. Listing a DBE on the Commitment to Subcontract to DBE Firms Form or Plan shall constitute a written representation and commitment that the prime consultant/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime consultant/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.
14. Prime consultant/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.
15. DBE Utilization Reports/Payment Applications. DBE Utilization Reports (**DBD-016PS form**) must be submitted with the Payment Applications. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.
16. Final Payment Verification. The prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018PS form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
17. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Office.

K. TERMS AND CONDITIONS

1. APPLICABLE LAW

a. All applicable laws and regulations of the federal government, the State of Wisconsin, and ordinances, codes and regulations of MC, Wisconsin, and any other lawful entity having proper jurisdiction, will apply to any resulting agreement and the work and services to be performed.

2. DRUG-FREE WORKPLACE

a. The vendor must describe corporate policy regarding pre-employment drug testing and regarding maintaining a drug-free work environment.

b. All vendor employees and independent vendors, as well as subcontractors, must participate in a pre-employment drug screening program provided by the Vendor. This drug screening must include the most common drugs of abuse.

c. Positive results that are not sufficiently explained by legitimate prescription medications will result in the individual not being allowed within the facilities.

3. INDEMNITY BY THE VENDOR

a. To the fullest extent permitted by law, the successful respondent agrees to indemnify, defend and hold harmless MC, its agents, officers and employees, from and against all loss or expense, including related costs and reasonable attorney's fees by reason of liability for damages, including suits at law or in equity, caused by direct or indirect, wrongful, intentional, willful misconduct or negligent acts or omissions of the service provider or its agents, which may arise out of or are connected with the activities covered by this contract.

b. If Milwaukee County Corporation Counsel defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of vendor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, submitter agrees to reimburse MC for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action, or lawsuit.

4. RESTRICTION AGAINST NON-COMPETE PROVISIONS

a. The Vendor may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for vendor staff and to prevent or restrict in any manner the ability of personnel to enter into any contractual or employment relationship with any person or organization, including MC, which may provide services of the nature described in the contract to MC at any time following the termination of the contract or any part thereof. This prohibition of non-compete agreements by the vendor is applicable as well to the on-site management team in its entirety.

5. HUMAN RESOURCE PROVISIONS

a. MC reserves the right to approve or reject, for any reason, any and all vendor or subcontractor staff assigned to this contract. Additionally, MC may deny access or admission to MC facilities at any time for such staff. Such access will not reasonably be withheld. MC will be responsible for the timely completion of all proposed vendor staff criminal background checks prior to any such staff's initiation of recurring on-site services.

b. The vendor agrees that it has adopted and will maintain and enforce a policy of non-discrimination based on race, color, religion, sex, age, national origin, or disability.

c. The Vendor agrees that on written request, it will permit access during normal business hours to its records of employment, employment advertisements, application forms, and other pertinent data and records by the MC, for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this contract.

d. The Vendor agrees that it will inform the MC of any alleged violation(s) of employment practices which its employees working in conjunction with this contract file with the Equal Employment Opportunity Coordinator (EEOC), Labor Department or any other federal or state compliance agency; also the Vendor will inform the MC of the disposition of such cases.

6. AUDIT AND INSPECTION OF RECORDS

a. The Vendor shall permit the authorized representatives of MC, to inspect and audit all data and records of the Vendor related to carrying out this contract for a period of up to five (5) years after completion of the contract.

7. PREMISES INSPECTION

a. MC shall have the right to inspect all areas occupied or operated by the Vendor, and the operations of the Vendor with respect to the method and quality of service, and generally with respect to use, safety, sanitation and maintenance of the facility, all of which shall be maintained at a level satisfactory to MC. MC shall have the right to make reasonable regulations with regards to such matters, and the Vendor agrees to comply with such regulations. Authorized representatives from MC's staff shall have full right of access to all areas of said premises at any and all times.

8. MEDIA RELEASES AND CONTACT

a. The Vendor's staff, independent vendors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a MC facility to a public forum or to the media without the authorization of MC and coordinated through the parties' public information representatives.

9. TERMINATION BY VENDOR

a. The successful vendor may, at its option, terminate the contract, once executed, upon the failure of MC to pay any amount that may become due hereunder for a period of forty (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Vendor shall be paid the compensation due for all services rendered through the date of termination.

i) **For Cause** – The Vendor may terminate the contract for cause with prior written notification of termination delivered to MC at least sixty (60) days before the effective date of termination.

ii) **Without Cause** - The Vendor may terminate this resulting agreement without cause with a notice period of not less than one hundred and twenty (120) days. Written notice of termination must be delivered to MC and the notice period observed prior to the effective date of termination.

b. In the event of termination by the Vendor, notice shall be delivered by the Vendor in writing, with return receipt required, to:

**Richard Schmidt, Inspector, Jail Administration
Milwaukee County Sheriff's Office
Milwaukee County Jail
949 North 9th Street**

10. COOPERATION UPON TERMINATION

a. The Vendor must cooperate with MC in the event of termination so as to ensure that MC can maintain continuity of service delivery. Such cooperation will include the provision to MC of the names, addresses and telephone numbers of personnel, independent vendors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers with M/W/DBE designation as appropriate, inventory lists of medical, Pharmacy and office supplies and pharmaceuticals, equipment lists and condition by site and all policies, procedures, protocols, manuals and forms, statistical reports and other information and data specific to MC. Vendor must provide said information prior to the effective date of the termination or contract end.

11. TERMINATION BY COUNTY FOR VIOLATIONS BY VENDOR (FOR CAUSE)

a. If the Vendor fails to fulfill its obligations under the contract resulting from this RFP, in a timely and proper manner, or violates any of its provisions, County may thereupon have the right to terminate the agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination.

b. The contract may not be terminated if, upon receipt of the notice, the Vendor promptly cures the alleged violation prior to the end of the notice period. In the event of termination, MC will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials and services purchased or paid for by the Vendor for use in completing the contract.

c. The County may cancel this contract for breach, as determined by MC, which shall consider such items as, but may not be limited to: failure to provide satisfactory Pharmacy service as determined by MC, failure to operate during agreed service hours, insufficient insurance coverage, failure to enforce the quality of sanitation or any other contract noncompliance. In the event that MC elects to cancel this contract for breach of contract, they must give the Vendor a minimum of 10 days written notice, via certified mail.

12. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY (WITHOUT CAUSE)

a. MC further reserves the right to terminate this contract at any time for any reason by giving Vendor thirty (30) days written notice by return receipt mail of such termination. In the event of said termination, Vendor shall not reduce its activities hereunder unless agreed in advance by MC. The Vendor will be paid according to the contract for services rendered through the date of termination.

13. ELIMINATION, DELAY OR REDUCTION IN FUNDING

a. Said termination may also occur should Milwaukee County Board of Supervisors fail to appropriate sufficient monies required for the completion of the contract. All agreements are subject to appropriation and funding. In the event of any elimination, delay or reduction in

funding available to the contract, MC may seek supplementary funding and may renegotiate with the Vendor the rates and services to be continued under the agreement. In case any elimination, delay or reduction of funding necessitates a reduction in services delivered or staffing provided, the parties must meet as soon as practicable to prioritize the services to be provided with consideration given to the Christensen settlement, and to negotiate any reduction in staff or services. In no event may MC be penalized for any payment not made in a timely manner due to any delay in appropriation or funding.

14. BILLING AND PAYMENT PROCESS

- a. The County qualifies for sales tax exemption as a governmental agency. No pricing within this proposal for PHARMACY Services, supplies or equipment shall include state or local sales or use taxes.
- b. The successful bidder will invoice MC a maximum of once per month after the month of services, within the first ten (10) days of the subsequent month. Each invoice will be required to provide a reasonable detail of the services that were performed or other agreed upon items, for the charge that has been invoiced, if any, above and beyond the inmate population per diem. MC will make every effort to ensure that the Vendor is paid promptly and accurately based upon the Average Daily Population (ADP) of inmates identified for the month being paid. Adjustments to billing and to payment may be made based upon the purchase of approved equipment or other items approved by the MC.

15. CATASTROPHIC CAP/RISK-SHARING PROVISIONS

- a. The selected vendor will not be responsible for off-site inpatient hospitalization costs for any catastrophic illness or injury that exceeds a cumulative total of fifty thousand dollars (\$50,000) for any individual inmate during any single admission to MC facilities. Multiple inpatient admissions for one specific inmate cumulatively totaling more than \$50,000 in any single contract period (by calendar year/fiscal year) and/or any single inmate inpatient hospitalization totaling more than \$50,000 are subject to support from MC for the amount in excess of the catastrophic cap of \$50,000. This risk-sharing provision with MC is limited to inpatient admissions and does not include off-site specialty consultations or other off-site services nor does it include any on-site services including Pharmacy expenses. The catastrophic cap amount of \$50,000 will be based on the amount of the billing paid by the vendor and not on billed charges, i.e. if the vendor has an agreement with the hospital to pay 90% of billed charges, then the amount paid by the vendor must exceed the \$50,000 cap rather than the total billed charges by the hospital. The vendor must submit detailed information on the billing and to demonstrate payment prior to any adjustment by MC. The vendor will be responsible to pay the full charges and then to seek reimbursement from MC for the qualified amount above the \$50,000 cap.

16. INDEPENDENT VENDOR

- a. Nothing contained in the final contract will constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Vendor or its successors or assigns. In entering into this contract and in acting in compliance herewith, Vendor is at all time acting and performing as an independent vendor, duly authorized to perform the act required of it hereunder.

17. ASSIGNMENT

- a. Assignment by Subcontract – Assignment of any portion of the work by subcontract must have the prior written approval of MC.
- b. Limitation – The final executed contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.
- c. Survivorship of Benefits – The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

18. CODE OF ETHICS

- a. Vendor must attest that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby." To document that no conflict of interest exists between the vendor and any MC employee, agent or representative or an immediate family member, the vendor must submit the "Conflict of Interest Stipulation" form (attached) with the proposal. This form attests to the fact that no such person is also an owner, corporate officer, employee, agent or representative of the company submitting the bid. If such a relationship exists in any form, the vendor must fully disclose the situation and explain the details.

19. VENDOR CONDUCT

- a. During the time that this RFP is in process, i.e. from the date issued by MC to the date a vendor is selected and a contract is executed, if applicable, no gratuities of any kind will be accepted by MC staff from company employees, agents or representatives including meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of these conditions will constitute immediate disqualification.

20. NOTICES

- a. Notices to County provided for in this RFP and eventual contract shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

**Richard Schmidt, Inspector, Jail Administration
Milwaukee County Sheriff's Office
Milwaukee County Jail
949 North 9th Street
Milwaukee, WI 53233**

- b. The reverse will also hold true regarding notice to the Vendor as the parties may designate.

21. BINDING EFFECT

a. This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. MC's RFP #4038PHARMACY2006 and the vendor's proposal in response to the Request for Proposal and any additional negotiated conditions reduced to writing will constitute the contract between the successful vendor and MC. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services for such areas including but not limited to special housing, infirmary and health service units. Such scope of service documents will be incorporated into the contract agreement. Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

22. ENTIRE AGREEMENT

a. The contract, along with the vendor-initialed RFP, all attachments thereto and the vendor's proposal constitutes the entire agreement between the parties. All prior and contemporaneous understandings, representations, and agreement must be merged therein or superseded hereby. No alterations, modifications, releases or waivers of the contract or any portion thereof will be effective unless in writing and executed by mutual agreement of both parties.

23. PERMITS, TAXES, LICENSES

a. The vendor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.

24. ANNUAL INDEPENDENT CONTRACT COMPLIANCE EVALUATION

a. While any Consent decree remains in effect, the court appointed monitor will review and perform independent assessments of Vendor performance/compliance and quality improvements programs. In the absence of any decree or other litigious decree, reviews will be performed by a specified designee as deemed necessary.

b. Provider Hours – Any hours scheduled for on-site coverage by MC and not fulfilled will be adjusted to the benefit of MC in the next monthly payment to the vendor. This adjustment will be taken on an hour for hour basis for actual, documented, hours worked versus hours contracted. The vendor is responsible to ensure a timely and accurate presentation of payroll information that is valid and reliable. Partial hours or portions of each hour worked must be identified by quarter-hour or fifteen (15)-minute increments. Six major holidays will be exempt from requiring such on-site provider coverage except under emergency circumstances and these include: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

25. CONSENT AGREEMENT NON-COMPLIANCE

a. If the special master or court monitor associated with monitoring MC's implementation of and adherence to the requirements of the Christensen case identifies noncompliance with the agreement in any substantive area, MC may invoke a penalty of \$5,000 per month until the deficiency is resolved. A one (1)-month cure period is allowed for the vendor to resolve the

problem prior to initiation of any penalty. The \$5,000 penalty will be assessed for each month that the deficiency remains and that MC is identified as non-compliant with the consent agreement.

26. LIQUIDATED DAMAGES AND PENALTIES

a. MC's intent with regard to liquidated damages and penalties is to motivate the vendor to comply with the requirements of the RFP, the proposal and the resultant contract. These aspects of the agreement are not intended for application so much as to motivate the vendor to maintain the performance level agreed upon. No amount is budgeted or expected for liquidated damages or penalties and MC would be satisfied with NO penalty assessment given that the services are provided as contracted.

27. WAIVERS (associated with Liquidated Damages)/PENALTIES

a. The Vendor may appeal any assessment of liquidated damages or penalties to the Inspector for the Milwaukee County Sheriff's Office, Criminal Justice Facility (CJF)/Milwaukee County Jail (MCJ). The Inspector retains the sole and final authority to grant, suspend or deny the vendor's request for a waiver based on the quality of the argument and documentation provided. The Inspector may waive the penalty in whole or in part or may delay assessment of the penalty within his sole discretion. There is no appeal process for the Inspector's decision, his determination is final and not subject to further challenge within MC hierarchy.

b. Paybacks or credit may not be appealed to any level and will be taken according to the RFP requirements based on information and documentation provided by the vendor to MC.

28. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

a. In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

i) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.

b. Principles of Equal Employment Opportunity - The vendor must agree to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and must indicate so on the certificate contained herein to be submitted with the proposal. The program must have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, independent contracting or subcontracting, in all professions within the health and mental health service work force, where these groups may have been previously under-utilized and under-represented. The Contractor must also agree that in the event of any dispute as to compliance with the aforesaid requirements, it is the vendor's affirmative responsibility to demonstrate that it has met all such requirements.

c. Violation of Provisions - When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of MC is determined by MC, the Contractor will immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

i) If, after notice of a violation from MC to the Contractor, further violations of these provisions are committed during the term of the agreement, MC may terminate the contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the contract, or it may permit Contractor to complete the term, but, in either event, the Contractor will be ineligible to bid on any future contracts let by MC.

d. All respondents are obligated to comply with all requirements of the Americans with Disabilities Act (ADA).

e. AFFIRMATIVE ACTION- The vendor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered. The company must assure that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor must assure that it will require its covered subcontractors to provide assurances to the Contractor and that they will undertake affirmative action programs. With the proposal, the Contractor must submit a signed "Equal Employment Opportunity Certificate for Milwaukee County Contracts," including the date, name of the authorized representative and company address. This requirement stipulates that the vendor must submit an Affirmative Action Plan with the proposal or within 120 days of contract award.

L. Appendix I

PHARMACY STATISTICS AND UTILIZATION

The pharmacy utilization statistics listed below are an average for the last 12 months. Cost figures do not include credits for returns and/or performance scripts.

<u>ADP</u>	2570
<u># of Inmates on Meds</u>	1371
<u>% of Inmates on Meds</u>	43%
<u>Rx/Inmate</u>	1.86
<u>PIPM – Total</u>	\$39.66
<u>PIPM – NonForm Psychotropics</u>	\$26.89
<u>PIPM – HIV</u>	\$2.97

M. Appendix II

Required Forms

**MILWAUKEE COUNTY
REQUEST FOR PROPOSAL
FOR PHARMACY SERVICES
RFP #4038PHARMACY2006**

VENDOR LETTER OF INTENT TO BID

The undersigned hereby acknowledges the terms and conditions of this Request for Proposal (RFP) and intends to respond to MC. We understand that MC will promptly communicate any modifications or updates to this RFP to the individuals identified below as a representative of the vendor listed.

Representative's Signature

Date

Representative's Printed Name

Company Name and Legal Name for Business within Wisconsin

Telephone Number and Extension

Facsimile Number

The following individuals listed below are planning to attend the mandatory bidders' conference:

Name

Title

1. _____

2. _____

3. _____

Note: This form is mandatory if the vendor intends to or has any interest in response to this RFP and is required to obtain security clearance for individuals scheduled to attend the requisite bidder's conference (mandatory). No more than three individuals may participate for any one vendor. However, neither this letter of intent to bid nor the company's participation in the bid conference obligate the vendor to actually submit a proposal in response to this RFP. Official photo identification is required to enter the facilities.

AUTHORIZATION FOR REFERENCE CHECK

*This authorization should be on company letterhead.
Do not modify the contents of this letter.*

The undersigned hereby authorizes the recipient of this authorization (or a copy thereof) to furnish to the Milwaukee County Sheriff's Office any and all information that said recipient may have concerning the undersigned's contract performance history.

This information is to be furnished to the Milwaukee County Sheriff's Office for the purposes of evaluating the ability of the undersigned to perform PHARMACY Services to the Milwaukee County Jail.

The undersigned further authorizes any person contacted to give the Milwaukee County Sheriff's Office any and all information concerning the undersigned's (and the employees of the undersigned) education, work experience, and character which they may have, personal or otherwise, and releases all parties from all liability for any damage that may result from furnishing the same to the Milwaukee County Sheriff's Office.

A photocopy of this authorization shall be deemed equivalent to the original.

Dated this _____ day of _____, 19 ____.

Authorized Signature

Title

Name of Firm

**MILWAUKEE COUNTY
REQUEST FOR PROPOSAL
FOR PHARMACY SERVICES
RFP #4038PHARMACY2006**

CONFLICT OF INTEREST STIPULATION

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any MC employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representatives vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

If the answer to the question above is YES, then identify the name of the individual, the position with MC, and the relationship to your business:

Name _____

County Position _____

Business Relationship _____

The appropriate corporate representative must sign and date below:

Printed Name _____

Authorized Signator _____

Title _____

Date _____

**MILWAUKEE COUNTY
REQUEST FOR PROPOSAL
FOR PHARMACY SERVICES
RFP#4038PHARMACY2006**

SWORN STATEMENT OF BIDDER

I, being first duly sworn at _____,
City, State

On oath, depose and say I am the _____
Official Title

Of the Bidder, _____,
Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, #____, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, and all related attachments and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon) by initials on each page of the RFP.
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, 2001

Notary Public, _____ County

State of _____

My commission expires _____.

COVER SHEET FOR THE MAIN PROPOSAL

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that MC is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for PHARMACY Services.

Vendor's Name

Title

Signature

Date

COVER SHEET FOR THE PRICING PROPOSAL

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that MC is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP for Pharmacy Services.

Vendor's Name

Title

Signature

Date

**MILWAUKEE COUNTY
REQUEST FOR PROPOSAL
FOR PHARMACY SERVICES
RFP #4038PHARMACY2006**

VENDOR REFERENCES

1) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____ ACA _____ NCCHC _____ JCAHO _____ Other

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

2) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

VENDOR REFERENCES

Page 2

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____ ACA _____ NCCHC _____ JCAHO _____ Other

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

3) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____ ACA _____ NCCHC _____ JCAHO _____ Other

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

VENDOR REFERENCES

Page 3

Reason _____

____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

4) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____ ACA _____ NCCHC _____ JCAHO _____ Other

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor

Reason _____

____ Lost in Rebid, if so specify award recipient _____

Reason _____

____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

5) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

VENDOR REFERENCES

Page 4

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other _____

Accreditation _____ ACA _____ NCCHC _____ JCAHO _____ Other _____

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

Printed Name _____

Authorized Signator _____

Title _____

Date _____

N. Appendix III DBE Forms

**MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE**

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the apparent successful consultant/service provider in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist MC in determining whether the apparent successful consultant/service provider has implemented comprehensive good faith efforts.

Failure to implement “good faith” efforts to the satisfaction of MC could result in the rejection of the proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as the apparent successful consultant/service provider on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)

I hereby certify that I have utilized comprehensive “good faith” efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

A. Identifying Subcontract Work Items

Consultants/service providers are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, consultant/service provider will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?

B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach

additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

Company Contacted	Date of Written notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

DBE Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Were the services of the Milwaukee County’s Community Business Development Partners (CBDP) Office used to assist in the recruitment of DBE firms?

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:

7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County or the contractor:

8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.

D. Soliciting Proposal/Quotes From Interested DBE Firms

Contractors must solicit proposal/quotes in good faith with interested DBE firms. Quotes, proposals, and bids from interested DBE firms must not be rejected by contractors without sound justification.

9. Indicate in the table below which DBE firms submitted quotes on the contract proposal. Also, provide a brief explanation of why any of these DBE project quotes were rejected. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes

10. Other comments you want Milwaukee County to consider:

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners (CBDP) Office and CBDP may request the Contractor to submit information on certain other actions taken to secure DBE participation in an effort to meet the goals.

AFFIDAVIT

STATE OF WISCONSIN)

) ss

COUNTY OF _____)

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Bidder/Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

**MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
PROVISIONS GOVERNING GOOD FAITH EFFORTS**

(Based upon 49 CFR Part 26, Appendix A, attached)

1. COMMITMENT TO SUBCONTRACT WITH DBE FIRMS FORM (DBE-014PS) AND GOOD-FAITH EFFORTS CERTIFICATE (DBD-001PS).

In the event you are the low bidder/successful proposer you will be so informed in writing promptly after bid/proposal opening/review. As indicated in the bid/RFP documents, within three (3) working days of being so notified, you must supply the Commitment to Subcontract with DBE Firms Form (DBD-014PS) which is included with the contract documents. This form is to establish that you have received from the listed DBE contractors signed commitments sufficient to satisfy the DBE goal for that project. If you indicate in this document that you have not met the DBE goal, your bid may be rejected as non-responsive. If you wish to ask for a waiver of the goal, you must submit the form entitled Certificate of Good-Faith Efforts, DBD-001PS at the time you submit the Commitment to Subcontract with DBE Firms Form.

2. GOOD-FAITH EFFORT PROCEDURE.

The DBD-001PS form constitutes your written request for a waiver from the goal, and is used by the contracting officer to determine whether you made a good-faith attempt to secure the services of DBE subcontractors. Review and complete it carefully. The contracting officer will review the completed form, and any attachments, and may contact companies listed as having been asked to submit bids and may take other steps to verify the information provided in the DBD-001 form. The contracting officer will give you a written response to your waiver request in writing, within three (3) working days of the date the DBD-001C form was submitted. If the waiver is denied, you have three (3) working days from the date you receive the denial in which to submit to the contracting officer a written request for an administrative hearing to challenge the denial. You will be notified promptly of the time and place of the hearing, which will occur within three (3) working days of the receipt of your request for such appeal. At the administrative hearing you may submit any information you have in support of your waiver application. You may be represented by counsel if you wish. The hearing officer will be a person who was not involved in evaluating your original bid. The hearing officer has discretion whether to consider any evidence, which was not previously submitted with, the DBD-001PS form for review by the contracting officer.

3. GUIDELINES FOR ENGAGING IN GOOD-FAITH EFFORTS.

Also included in this packet is Appendix A of 49 CFR 26 upon which form DBD-001PS is based. Review this carefully. This document sets forth the kind of activities that the county would reasonably expect of a contractor who was actively and aggressively seeking to engage DBE subcontractors. Both, the contracting officer and the administrative hearing officer(s) will be guided in their decisions by Appendix A and the contents of the bidder/proposer's DBD-001PS. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or evidence. The burden of proof is on the bidder/proposer to convince the hearing officer that a good-faith waiver is warranted by the evidence. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

4. CONSEQUENCES OF YOUR FAILURE TO PRACTICE GOOD FAITH EFFORTS.

If the hearing officer(s) determine(s) that your DBE participation effort lacked good faith efforts, the contracting department may reject your proposal.

If you have any questions about the good-faith effort process, please contact the Milwaukee County Community Business Development Partners (CBDP) Office at 414-278-5248.

APPENDIX “A” TO 49 CFR PART 26 GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When Milwaukee County establishes a DBE contract goal on a DOT-assisted contract a bidder/proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which Milwaukee County has established a contract goal, part 26 requires you to use the good faith effort mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder/proposer that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions Milwaukee County against requiring that a bidder/proposer meet a contract goal (i. e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder/proposer makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions, which Milwaukee County should consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:
 - A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - D. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - E. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - F. Negotiating in good faith with interested DBEs.
 - (1) It is the consultant/service provider's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for

subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (2) A consultant/service provider using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a consultant/service provider to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime consultants/service providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- G. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- H. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by the recipient or contractor.
- I. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
- J. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- V. In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract. For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant/service provider could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants/service providers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.

GOOD-FAITH EFFORTS WAIVER DENIAL REQUEST FOR ADMINISTRATIVE HEARING

Your request for a good faith efforts' waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form on the bottom and return to the Community Business Development Partners (CBDP) Office no later than 5:00 PM on . A faxed request may be sent to (414) 223-1958.

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire DBE participation file you submitted to the contracting officer. The hearing officer, in his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and Commitment to Subcontract with DBE Firms forms, must be submitted to the CBDP at the same time you file your request for hearing. No further evidence will be received or considered which was not submitted with this hearing request. You need not submit anything already submitted in connection with the original good-faith waiver request.

Within three (3) working days following the receipt of your hearing request, a hearing will be held. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who was not involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the awarding of the contract, a portponement of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF _____, HEREWITH REQUESTS AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE COMPANY'S GOOD-FAITH EFFORTS WAIVER REQUEST.

DATE: _____

SIGNATURE: _____

TITLE: _____

DBD-003PS Form

COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS

PROJECT No.: _____ PROJECT
TITLE: _____

TOTAL CONTRACT AMOUNT (*) \$ _____ **DBE Goal:** _____ (*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE _____ Total % _____

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm _____ (Phone No. _____) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative Print/Type Name of Authorized Representative Date

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Notary Public State of _____, My Commission expires _____.

[SEAL]

CBDP APPROVAL:

Signature Date

* Exclude all allowances
** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CBDP USE ONLY: (A) \$ _____
(V) \$ _____ Total % _____

CBDP APPROVAL:

* Exclude all allowances
** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

Signature Date

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
COMMITMENT TO SUBCONTRACT TO DBE FIRMS FORM
ADDITIONAL INSTRUCTIONS/REQUIREMENTS**

INSTRUCTIONS:

1. In accordance with the new DBE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and
Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.
3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5248.

ADDITIONAL INFORMATION/REQUIREMENTS:

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** In order to avoid problems at a later date, CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract.***
VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDPOffice if DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.
6. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE AT (414) 278-5248

**MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
PROFESSIONAL SERVICES DBE SUBCONSULTANT PAYMENT CERTIFICATION**

"DBE" SUBCONSULTANT PAYMENT CERTIFICATION

This form must be attached to the final Certificate for Payment Request by Primary Contractor/Consultants.

County Department Issuing Contract/Project _____

Contract/Project Title _____

DBE Firm: _____

Project No. _____ **Project Name:** _____

***SECTION (A) DBE COMPANY COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$_____ total payment for subcontract work on the above reference Milwaukee County project or contract.

Date_____, 200____

***SECTION (B) BOTH PRIME CONTRACTOR AND DBE COMPANY COMPLETE IF FULL
PAYMENT HAS NOT BEEN MADE TO DBE SUBCONTRACTORS AND A
BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$_____ and will pay the balance of \$_____ to _____ upon receipt of payment from Milwaukee County for subcontract work on the above referenced project.

Date_____, 200____

(Prime Contractor's Signature)

(Print Name & Title)

(DBE Subcontractor Signature)

(Print Name & Title)

**DISADVANTAGED BUSINESS ENTERPRISE
PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT***

NAME OF CONSULTANT _____ TELEPHONE NO. () _____

ADDRESS _____ CITY _____ STATE _____ (ZIP CODE) _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD \$ _____ CONTRACT % COMPLETE _____

TOTAL DBE CONTRACT \$ AMT _____ TOTAL DBE PAYMENT YTD \$ _____ DBE % COMPLETE _____ **

COUNTY PROJECT/CONTACT PERSON _____ TELEPHONE NO. _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 200 _____ FINAL REPORT: () Yes () No

List Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

NAME OF DBE FIRM	SUB-CONTRACT \$ AMOUNT	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	BALANCE

Report Prepared by: _____ Approved by: _____

See next page for directions for completing this report.

**If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

1. Prime consultant's registered company name.
2. Prime consultant's business telephone number.
3. Prime consultant's business address.
4. City in which prime consultant firm is located.
5. State in which prime consultant is located.
6. Zip code for prime consultant's place of business.
7. Name of County Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of contract awarded prime consultant by Milwaukee County.
10. Total dollar amount of payments to all employees, suppliers and all subconsultants to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE subconsultants.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE subconsultant for the period being reported.
19. The total dollar amount paid to each DBE subconsultant to date (cumulative). As an example--if the report covers the first payment to a DBE subconsultant, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subconsultant to date.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime consultant's staff that actually prepared the report.
22. Prime consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to : CBDP Office, 2711 W. Wells Street, Room 807, Milwaukee, WI 53208

THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE CBDP OFFICE AT (414) 278-5248



Consultant/service provider: _____ Project Title: _____

SUBCONSULTANT INFORMATION SHEET

Pursuant to Federal Regulations, Milwaukee County is required to collect information on sub-consultants submitting quotes to prime consultants/service providers that submit proposals on Milwaukee County projects. Provide the following information on both DBE and non-DBE sub-consultants bids and/or quotes. **Submit this information with proposal.**

(✓)*	b. <u>Name</u>	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(*) Check if this sub-consultant's quote has been used in your proposal.

(**) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 C: \$500,000 to 1 million
D: \$1 million to \$5 million E: \$5 million to \$15 million F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure.

(Name & Title)

Form DBD-016PS